

# Exhibit 42

SEAN SHEFFER  
5/18/2021

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

HUNTERS CAPITAL, LLC, et al., )  
 )  
 Plaintiffs, )  
 vs. ) No. 20-cv-00983-TSZ  
 )  
 CITY OF SEATTLE, )  
 )  
 Defendant. )

## Zoom Video Deposition Upon Oral Examination

Of  
SEAN SHEFFER  
Shuffle LLC 30(b)6

\*\*\* Contains Confidential Testimony and Exhibits \*\*\*

DATE: Tuesday, May 18, 2021  
REPORTED BY: Mindy L. Suurs, CSR No. 2195

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## APPEARANCES

For the Plaintiff:  
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For the Defendant:  
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Suite 4400  
Seattle, Washington 98104

Also Present: Karl Benitez, Royal Video Productions

$$--oOo--$$

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Tuesday, May 18, 2021  
9:00 a.m.

--o0o--

THE VIDEOGRAPHER: We are now on the record. Today is May 18, 2021. The time is now 9:00 a.m. This is Volume No. 1, Media No. 1 in the deposition of Shuffle LLC 30(b)6 representative Sean Sheffer, in the matter of Hunters Capital LLC, et al., versus City of Seattle.

We are recording via the internet using Zoom video conferencing. My name is Karl Benitez. I'm representing Royal Video Productions on behalf of Rough & Associates. Today's court reporter is Mindy Suurs. At this time I would like to ask all counsel present to identify themselves.

MS. PRATT: Good morning. My name is Caitlin Pratt from Harrigan Leyh Farmer & Thomsen. We represent the City of Seattle in this matter.

MR. WEAVER: Tyler Weaver from Calfo Eakes on behalf of the plaintiffs.

THE VIDEOGRAPHER: Thank you very much.

Madam court reporter, would you please swear in the witness.

1 (Pages 1 to 4)

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1 at Shuffle?

2 A. No, I meant Sean Sheffer, like me as a person.

3 Q. But you weren't vandalized, Cure was; right?

4 A. Yes, storefront of Nagle Place was vandalized.

5 Q. And that could have been targeted at you because  
6 of your position on opening Cal Anderson Park, you thought  
7 earlier?

8 A. Yes, I suspect that.

9 Q. And in fact, it wasn't the only time that you had  
10 made statements on behalf of Cure that had provoked ire of  
11 people related to racial justice protests; right?

12 MR. WEAVER: Objection.

13 A. Yes.

14 BY MS. PRATT:

15 Q. Yeah, because there were incidents in May or June  
16 of 2020 where you had made statements about  
17 violence-related or protest-related vandalism of property;  
18 right?

19 MR. WEAVER: Objection.

20 A. Yes.

21 BY MS. PRATT:

22 Q. And what sort of public response did you get from  
23 those public statements that you made?

24 A. It was learning for all of us. We were trying  
25 our best to just stay open and stand with other small

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1 CSD, so just want to be consistent that we saw sales during  
2 that time.

3 BY MS. PRATT:

4 Q. You made an insurance claim about these stolen  
5 items and vandalism; right?

6 A. Yes.

7 Q. And how much did you get reimbursed from your  
8 insurance company?

9 A. The total about -- I think what was quoted in the  
10 glass estimate is about \$6,000.

11 Q. Have you included that \$6,000 in this \$7,068?

12 A. No.

13 Q. So the total damages from that vandalism were  
14 higher than \$7,068?

15 A. No, that is like the damage total. Yeah.

16 Q. I don't understand. The \$7,068 -- does that  
17 include amounts that you were later reimbursed by  
18 insurance?

19 A. No, it doesn't. So you could subtract the two.

20 Q. Okay. If you had never been paid by insurance  
21 for that vandalism, what would your out-of-pocket expenses  
22 have been?

23 A. That number.

24 Q. Okay. But you were paid by insurance.

25 A. Yes.

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1 business owners, and then yeah, we quickly realized that  
2 people can get -- there's politics involved and people can  
3 get happy or angry with what you say.

4 Q. And what you said did make people angry; right?

5 A. If I'm defining "We Strike" and the 12 broken  
6 windows, yes, they must have been pretty angry. I just  
7 wanted to support small business. I was trying my best to  
8 do everything to maintain the location.

9 Q. But apart from the "We Strike" vandalism, you had  
10 social media feedback and comments where people were quite  
11 upset with the public stance made through Cure; right?

12 MR. WEAVER: Objection.

13 A. Yes. The -- we were asked, Why isn't your  
14 facilities open fully to the residents of CHOP and CHAZ,  
15 you know, why didn't you open 24/7 your bathroom or  
16 something like that, and I produced that.

17 BY MS. PRATT:

18 Q. So there were people who were unhappy with Cure.

19 A. Yes.

20 Q. How do you know that people didn't avoid Cure for  
21 that reason?

22 MR. WEAVER: Objection.

23 A. We just at the moment wanted to -- well, same  
24 reason as before: Sales. We saw sales at the time even  
25 with these comments. You can see them in the store Nagle

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1 Q. Okay. And so how much were you paid by  
2 insurance?

3 A. About that number. That's a safe estimate to  
4 say -- 7,068.

5 Q. Is what you were paid by insurance?

6 A. I'm verifying here. Yes.

7 Q. You're verifying where?

8 A. I'm verifying in cell B7, just looking at the  
9 sum. It looks -- yeah, looks like the glass repair plus  
10 the iPad plus the cash in the register.

11 Q. Why would the City pay you for something that  
12 your insurance company already paid you for?

13 MR. WEAVER: Objection.

14 A. Well, a lot of this -- it was insurance renewal  
15 for the area. They could raise our insurance rates, and I  
16 didn't know at the time if it would be, you know,  
17 reimbursed or not, and I never want to -- again, I was in  
18 my van watching the place, and I wanted to make sure it  
19 wasn't damaged. And there's also deductibles related to  
20 insurance and everything like that.

21 BY MS. PRATT:

22 Q. Okay. So what is your actual out-of-pocket cost  
23 for the vandalism in December?

24 A. Oh, the out-of-pocket costs, we're looking at the  
25 actual value of the stolen items, but you cannot serve and

41 (Pages 161 to 164)

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1 A. No.  
2 Q. So what is the basis for your opinion that only  
3 those businesses were affected by your perceived decrease  
4 in safety?

5 MR. WEAVER: Objection.

6 A. My other location grew in sales.  
7 BY MS. PRATT:

8 Q. So you don't think that businesses located, for  
9 example, where your other location is located would show  
10 any decrease in sales in 2020; is that right?

11 MR. WEAVER: Objection.

12 A. Yes.  
13 MS. PRATT: Okay. All right. I think that's  
14 everything that I have for today. I'll get back to you  
15 about some of the documents that have been discussed.

16 THE VIDEOGRAPHER: Should we go off the record?

17 MR. WEAVER: I don't have any questions.

18 THE VIDEOGRAPHER: The time is 5:43 p.m. We are  
19 off the record.

20  
21  
22 (The deposition concluded at  
23 5:45 p.m.)

24 (Signature was reserved.)  
25

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1 SIGNATURE

2  
3 I declare that I have read my within deposition,  
4 taken on Tuesday, May 18, 2021, and the same is true and  
5 correct save and except for changes and/or corrections, if  
6 any, as indicated by me on the "CORRECTIONS" flyleaf page  
7 hereof.

8 Signed in \_\_\_\_\_, Washington,  
9 this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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16 \_\_\_\_\_  
17 SEAN SHEFFER  
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1 REPORTER'S CERTIFICATE

2  
3 I, Mindy L. Suurs, the undersigned Certified Court  
4 Reporter, pursuant to RCW 5.28.010, authorized to  
5 administer oaths and affirmations in and for the State of  
6 Washington, do hereby certify:

7 That the foregoing testimony of SEAN SHEFFER was  
8 given before me at the time and place stated therein and  
9 thereafter was transcribed under my direction;

10 That the sworn testimony and/or proceedings were by me  
11 stenographically recorded and transcribed under my  
12 supervision, to the best of my ability;

13 That the foregoing transcript contains a full, true,  
14 and accurate record of all the sworn testimony and/or  
15 proceedings given and occurring at the time and place  
16 stated in the transcript;

17 That the witness, before examination, was by me duly  
18 sworn to testify the truth, the whole truth, and nothing  
19 but the truth;

20 That I am not a relative, employee, attorney, or  
21 counsel of any party to this action or relative or employee  
22 of any such attorney or counsel and that I am not  
23 financially interested in the said action or the outcome  
24 thereof;

25 DATE: May 23, 2021

*Mindy L. Suurs*

Mindy L. Suurs  
Certified Court Reporter #2195



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